

**ATTACHMENT 12**

**Missouri Department of Revenue's  
Contract with Fee Offices's**

OFFICE NAME

FEE AGENT CONTRACT

CONTRACT, by and between, AGENT NAME (hereinafter referred to as the "Fee Agent"), and the Director of the Department of Revenue for the State of Missouri, and the successors in office and authorized agents and representatives thereof, (hereinafter referred to as the "Director of Revenue").

NOW THEREFORE, in consideration of the appointment as a fee agent by the Director of Revenue pursuant to Section 136.055, RSMo, as amended, and the terms and conditions set forth herein, the parties agree as follows:

1. **TERM OF CONTRACT:** This contract, and the appointment of Fee Agent, shall become effective at 12:01 a.m. on the DAY day of MONTH, YEAR, and thereafter shall remain in effect until terminated pursuant to the provisions set forth herein.
2. **COLLECTION OF FEES AND TAXES:** The Fee Agent's responsibilities shall include but not be limited to the following:
  - a. The sale of motor vehicle and trailer licenses and decals, and the sale of driver licenses and nondriver license cards, as defined in Chapters 301 and 302, RSMo, as amended.
  - b. The collection of motor vehicle, trailer, outboard motor, watercraft, motorized amphibious vehicle and all-terrain vehicle title and license fees, manufactured home title fees, disabled placard fees, organ donor program donations, driver license fees and nondriver license card fees as defined in Chapters 301, 302 and 306, RSMo, as amended.
  - c. The collection of state sales and use tax as defined in the Missouri Constitution, and Chapter 144, RSMo, as amended.
  - d. The collection of city and/or county sales tax as defined in Chapters 66, 67, 94 and 95, RSMo, as amended.
  - e. The collection of fees to provide access to or copies of non-confidential motor vehicle or driver license information.
3. **DEPOSITS:**
  - a. The Fee Agent shall make a daily bank deposit to the credit of the Department of Revenue of each day's collection of all taxes and fees (except agent's fees collected pursuant to Section 4 below) as soon as possible, but in no event later than the close of the second banking day following receipt, and shall forward deposit slips to the Department of Revenue no later than the end of the next business day after the deposit.
  - b. In addition, the Fee Agent shall report the deposit date and amount as soon as possible, but in no event later than the close of the next business day

after the deposit, via a toll-free telephone number furnished by the State of Missouri and the Department of Revenue's banking institution.

- c. The Fee Agent understands and agrees that time is of the essence with regard to making deposits and agrees to pay to the Department of Revenue a late charge of Fifty Dollars (\$50.00) per day for any deposit not made as set forth herein.
  - d. The Fee Agent shall not, at any time, commingle taxes and fees collected for the Department of Revenue and the State of Missouri with any other monies, including agent's fees, or with any other monies in any other accounts.
  - e. The Fee Agent shall not engage in "lapping," defined as the personal use of monies collected by a fee agent (except for agent's fees) which results in a fee agent covering one day's obligation with receipts from a later day.
4. **COMPENSATION:** As compensation in full for all services rendered pursuant to this contract, and the performance of all terms and conditions set forth herein, the Fee Agent shall collect set fees from parties requiring services (i.e., customers) as provided in Section 136.055, RSMo, as amended. No fee shall be due the Fee Agent for any transaction until the transaction is recorded on a shipment report and is sent to the Department of Revenue and all funds due, including state and nonstate funds, have been deposited in the appropriate bank account.
5. **ACCOUNTING:**
- a. A daily business register and summary and daily accounting of inventory expended, together with all substantiating documentation, shall be forwarded by the Fee Agent to the Department of Revenue as soon as possible, but in no event later than the second business day after validation of the transactions reflected therein.
  - b. To the extent that any accounting and/or documentation is transmitted electronically, the Fee Agent shall verify the accuracy of the accounting and/or documentation prior to transmission. The Fee Agent further agrees to be bound by said accounting and/or documentation in the event of dispute.
6. **DUE DATES:**
- a. The Director of Revenue shall set a date by which all billings, including audit reports, inventory charge reports, long/short reports and end of month statements, are due and payable. The due date for all billings shall be not less than ten (10) working days after the mailing of the billing. Full payment of any billing shall be made by the Fee Agent to the Department of Revenue by the due date.
  - b. If the Fee Agent does not agree with the amount billed, the Fee Agent shall pay any amount not contested and shall contest any amount in dispute, in writing, to the Director of Revenue within ten (10) days after the date the billing was mailed. Any amount not contested in writing within the ten (10) days shall be deemed final, due and payable. The decision of the Director



of Revenue regarding any disputed amount shall be final.

- c. The Fee Agent understands and agrees that time is of the essence with regard to payment of all billings and agrees to pay to the Department of Revenue a late charge of Fifty Dollars (\$50.00) per day for any billing not paid as set forth herein.

7. **FACILITIES:** The Fee Agent shall provide:

- a. Adequate and accessible facilities for customers, including but not limited to:

- i. An office location, office space, office equipment and fixtures, all subject to the prior approval of the Director of Revenue. The fee office may be relocated upon no less than forty-five (45) days written notice to the Director of Revenue. The Fee Agent shall be responsible for all expenses incurred for any fee office relocation.
- ii. A minimum of one (1) disability accessible, unisex public restroom at the fee office location or in the building where the fee office is located. This provision shall be applicable only to fee agents appointed, or office locations established, on or after January 3, 2000.
- iii. A clean, professional and smoke free office environment.
- iv. If electronic telephone answering services are provided, callers must be furnished with the option to speak with fee office personnel.

- b. Adequate and accessible parking for customers, including but not limited to:

- i. A minimum of one (1) disability accessible parking space for every twenty-five (25) total parking spaces or portion thereof.

- 8. **OFFICE HOURS:** The Fee Agent shall provide services pursuant to this contract on certain days and hours, subject to the prior approval of the Director of Revenue. Both motor vehicle and driver license transactions shall be processed at all times the fee office is open for business.

9. **STAFFING:**

- a. The Fee Agent shall provide adequate staff to promptly and efficiently care for the business demands of the fee office and to perform the services herein stated. The Fee Agent shall provide personal attention and supervision of the Fee Agent's employees to ensure a proper understanding of applicable laws and procedures, and to maintain a high level of courteous and efficient service to the public.
- b. The Fee Agent shall provide the Director of Revenue with a list of the Fee Agent's employees, their home addresses and social security numbers; and the Fee Agent shall identify those employees who are authorized to assist State of Missouri and Department of Revenue personnel in reviewing fee office records. This list shall be updated by the Fee Agent when a new

employee is hired by the Fee Agent or upon request by the Director of Revenue.

10. **EQUIPMENT AND SUPPLIES:** To the extent the Director of Revenue may specify or provide, the Fee Agent shall utilize certain equipment and materials in the performance of services pursuant to this contract. The Director of Revenue shall provide the Fee Agent with official forms, license plates, tabs, permits, decals and license issuance materials. The Fee Agent shall provide all other equipment and supplies required to operate the fee office.
11. **SECURITY:** The Fee Agent shall secure and protect all receipts and all inventory items, including but not limited to license plates, decals, tabs, permits, forms, documents, any materials or equipment used to manufacture driver licenses and nondriver license cards, including license chips, media and security key(s), and any other property furnished to the Fee Agent. The Fee Agent shall maintain all inventory items, undeposited receipts and unmailed shipment documents in a secure area during all business hours; and, after business hours, all inventory items, undeposited receipts and unmailed shipment documents shall be stored in a securely locked safe, or in a securely locked area segregated from the general office area and protected by an electronic security system approved by the Director of Revenue.
12. **INVENTORY:** The Fee Agent shall maintain on-site a perpetual record of inventory expended and on hand, together with exceptions such as missing, defective or incomplete sets of plates, tabs and decals. To the extent that plates, tabs, decals or other inventory are missing, incomplete or damaged by the Fee Agent, the Fee Agent shall reimburse the Department of Revenue for its loss and costs in an amount established by the Department of Revenue for each plate, tab, decal or other inventory item.
13. **AUDITS:** The Fee Agent shall allow the Director of Revenue to review, audit and inspect inventory, and money-handling, accounting and other security procedures, and to make copies of the books, records, files and inventory on hand at any time, and shall allow inspection of drawers, safes, file cabinets and other storage areas related to fee office operations. The Fee Agent or an employee authorized by the Fee Agent may be present during and participate in any such audit or inspection. The findings of the Director of Revenue regarding any such audit or inspection shall be final. The perpetual inventory record(s) shall remain on the premises of the fee office at all times during normal business hours.
14. **BOND:** The Fee Agent shall maintain a surety bond/insurance in an amount deemed sufficient by the Director of Revenue to cover the collections of the Fee Agent, and the value of Department of Revenue property furnished to the Fee Agent, and to ensure against any loss by the Department of Revenue or the State of Missouri resulting from or incidental to the Fee Agent's performance of the terms and conditions of this contract or the lack thereof. The bond/insurance shall be obtained through the Fee Agent bond/insurance program and shall be in a form approved by the Director of Revenue.
15. **NOTARY PUBLIC:** The Fee Agent shall provide notary services in the fee office. No charge shall be made for any notary service relating to the services provided by the Fee Agent pursuant to this contract.



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16. **COMPLIANCE WITH LAW AND POLICIES:** The Fee Agent shall comply with Section 136.055, RSMo, as amended. Furthermore, the Fee Agent and the employees of the Fee Agent shall become familiar with and abide by the policies and procedures of the Department of Revenue to the extent that same may be applicable. The Fee Agent shall comply with all federal, state and local laws and regulations related to the performance of this contract.
17. **TRAINING:** The Director of Revenue may require the attendance of the Fee Agent, and/or the Fee Office Manager or Fee Agent's designee, at formal training sessions at locations other than the fee office location. No period of training shall extend for more than seven (7) days, during which time, travel, lodging and meal expenses of the Fee Agent and/or the Fee Office Manager or Fee Agent's designee shall be at the expense of the Fee Agent.
18. **VOTER REGISTRATION:** The Fee Agent shall provide a voter registration application to all applicants for driver license, driver license renewal, change of address, duplicate license and nondriver license, pursuant to Section 115.160, RSMo, as amended.
19. **VENUE AND CHOICE OF LAW:** This contract shall be construed in accordance with the laws of the State of Missouri. The Fee Agent and the Director of Revenue specifically stipulate and agree that any action brought to enforce this contract, or any provision hereof, shall be brought in Cole County, Missouri.
20. **REGISTRATION:** The Fee Agent must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulation.
21. **CONFLICT OF INTEREST:**
- a. The Fee Agent shall have no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of this contract or the services provided hereunder. The Fee Agent further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.
  - b. In the course of providing services to customers pursuant to this contract, the Fee Agent shall not solicit any other (non-fee office-related) business.
22. **LOBBYING:** To the extent not otherwise prohibited by law, the Fee Agent may pursue legislative action relative to fee agents, the laws they administer, or the laws they are governed by; provided, however, the Fee Agent shall notify the Director of Revenue in writing not less than ten (10) days prior to the commencement of any lobbying activity and shall specify therein the nature and substance of any such lobbying activity.
23. **POLITICAL ACTIVITY:** Neither the Fee Agent nor the Fee Agent's employees shall engage in political activities on the fee office premises or in conjunction with the providing of fee office customer services. The Fee Agent and the Fee Agent's employees may engage in political activities otherwise and to the extent permissible

by law.

24. **LIABILITIES:** The Fee Agent agrees that the Director of Revenue, Department of Revenue and the State of Missouri, and the officers and employees thereof, shall not be responsible for any liability incurred by the Fee Agent, or the employees of the Fee Agent, arising out of the Fee Agent's ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery or return of premises or equipment incidental to the performance of this contract, or of goods, products or services provided by the Fee Agent, except as otherwise provided in this contract.
25. **COLLECTION COSTS:** The Fee Agent shall be liable for any costs incurred by the Director of Revenue to collect sums due and payable pursuant to this contract, including legal fees and court costs to collect any amounts unpaid, due and payable from the Fee Agent, and shall indemnify the Director of Revenue for same.
26. **NO WAIVER:** No provision in this contract shall be construed, expressly or impliedly, as a waiver by the Director of Revenue or the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. Failure of the Director of Revenue to strictly enforce each and every provision of this contract shall not be construed as a waiver of any such provision or the right to demand the strict performance thereof.
27. **CONTRACT MODIFICATIONS:** No modification of any provision in this contract shall be made or construed to have been made unless such modification is incorporated in a written amendment to the contract approved by the Director of Revenue prior to the effective date of such modification.
28. **ASSIGNMENTS:** The Fee Agent shall not assign any interest in this contract and shall not transfer any interest, whatsoever, in the contract without the prior written consent of the Director of Revenue.
29. **BANKRUPTCY:** Upon the filing of any bankruptcy or insolvency proceeding by or against the Fee Agent, whether voluntary or involuntary, or upon the appointment of a receiver, trustee or assignee for the benefit of creditors, the Fee Agent must notify the Director of Revenue immediately.
30. **INDEPENDENT CONTRACTOR STATUS:** The Fee Agent is an independent contractor. Neither the Fee Agent nor the employees of the Fee Agent shall be represented as employees of the Department of Revenue or the State of Missouri. Accordingly, the Fee Agent shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., in the performance of services as an independent contractor, and shall agree to indemnify, save and hold harmless the Director of Revenue, Department of Revenue and the State of Missouri, and the officers and employees thereof, from and against any and all claims, loss, cost (including attorneys' fees) and damage of any kind related to such matters.
31. **ADVERTISING:**
  - a. Any sign identifying the fee office, installed, replaced or maintained by the Fee Agent, shall be subject to the prior approval of the Director of Revenue.



The sign shall plainly indicate that the office is not operated by the State of Missouri, but by a fee agent under contract with the State of Missouri.

- b. The Fee Agent may advertise only through printed media such as newspapers, fliers and bulletin board postings. Direct mail advertising is prohibited. Advertisements may only be issued by agreement and on behalf of all fee agents in a particular trade area. Trade areas shall be defined by the Director of Revenue. Advertising shall be limited to fee agent name, office address, days and hours of operation, days and hours when special services such as vision testing are offered, changes in hours due to holidays and telephone numbers. Fee agents shall keep an exemplar of each advertisement for a minimum of three (3) years.

**32. NON-DISCRIMINATION:**

- a. The Fee Agent shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, national origin, sex, age or otherwise qualified disability status.
- b. The Fee Agent shall not discriminate against recipients of services on the basis of race, color, religion, national origin, sex, disability or age.
- c. The Fee Agent shall comply with all provisions of the Americans With Disabilities Act and Americans With Disability Act Accessibility Guidelines, to the extent same may be applicable.

**33. OWNERSHIP OF EQUIPMENT AND MATERIALS:** Unless otherwise specifically provided, all computers, software, reports, files, data, and other equipment and materials furnished to the Fee Agent by the Director of Revenue pursuant to this contract shall remain the property of the Department of Revenue.

- a. The Fee Agent agrees and understands that no software, reports, files, data, or other materials accessed or acquired as a result of this contract shall be disclosed by the Fee Agent to any person whatsoever without the express written consent of the Director of Revenue.
- b. The Fee Agent shall not alter or dispose of any reports, files, data, computers, software or other equipment or materials of the Department of Revenue, or access or install any data or software thereon, without the express written consent of the Director of Revenue.

**34. TAX CHECK:** A complete check of the Fee Agent's and Fee Agent's employees federal and state tax returns may be performed each year. This check shall include the spouses of the Fee Agent and the Fee Agent's employees in all cases of joint filing. The Fee Agent and the Fee Agent's employees, and spouses, if applicable, shall execute a waiver of confidentiality of all tax records. In those instances where the Fee Agent is an organization (whether governmental or private, incorporated, unincorporated or not-for-profit), a complete tax check may be performed each year for the presiding officer(s) of such organization and the Fee Agent's fee office employees, and spouses, if applicable, and each such person shall execute a waiver of confidentiality of all tax records.



35. **PAYMENT OF TAXES:** The Fee Agent and the Fee Agent's employees shall timely file and pay all income, sales, withholding, real estate, personal property, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax. The Fee Agent and the Fee Agent's employees shall provide proof of such filing and payment at such times as may be required by the Director of Revenue.
36. **BACKGROUND CHECK:** The Fee Agent and the Fee Agent's employees shall be of good moral character and shall submit to background checks as required by the Director of Revenue. The Fee Agent and Fee Office Manager shall complete a background check questionnaire and execute an authorization and release. In those instances where the Fee Agent is an organization (whether governmental or private, incorporated, unincorporated or not-for-profit), the presiding officer(s) of such organization, the Fee Office Manager and key personnel shall also complete a background check questionnaire and execute an authorization and release.
37. **PERSONAL LIABILITY:** The Fee Agent shall be personally liable for all monies and receipts due and which have not been deposited in accordance with Section 3 above, for the safekeeping of all inventory items and other property of the Department of Revenue furnished to the Fee Agent and for the performance of all terms and conditions of this contract. If the Fee Agent is an organization (whether governmental or private, incorporated, unincorporated or not-for-profit), the presiding officer(s) of such organization and the Fee Office Manager shall be authorized by the organization to execute this contract. In those instances where the Fee Agent is an organization, the presiding officer(s) of such organization and the Fee Office Manager shall be jointly and severally liable with the Fee Agent for any loss or shortage, and shall be personally responsible for the performance of the terms and conditions of this contract, and acknowledge same by their execution hereof.
38. **CONFIDENTIALITY:** The Fee Agent and the Fee Agent's employees shall abide by the Constitution and laws of the State of Missouri, the Constitution and laws of the United States of America and the duly promulgated regulations and policies of the Department of Revenue regarding authorized access to and disclosure of confidential information and shall not access or divulge any such confidential information except as required by law in the discharge of their official duties. To the extent the Fee Agent or the Fee Agent's employees may have access to any report, return or other information received by the Department of Revenue in connection with the administration of the tax laws of this State, the Fee Agent and the employees thereof shall comply with Section 32.057, RSMo. Any person making unlawful disclosure of information in violation of such Section shall, upon conviction, be guilty of a Class D felony.
39. **TERMINATION OF CONTRACT:**
- a. This contract may be terminated at any time upon agreement of the parties.
  - b. The Director of Revenue may terminate this contract at any time and for any reason, without penalty or recourse, by providing the Fee Agent with written notice of such termination.
  - c. The Fee Agent may terminate this contract upon thirty (30) days written

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notice to the Director of Revenue.

40. **PENDING LITIGATION:** On January 8, 1993, sixty (60) fee agents filed a lawsuit in Cole County Circuit Court. Those fee agents asserted that they should be protected from termination. As a result of that litigation, or litigation yet to be filed, the Fee Agent understands that a court may order reinstatement of fee agents who have been replaced or stop the appointment of any further fee agents. Therefore, the Fee Agent agrees to be solely responsible for any and all loss, costs or expenses (including attorneys' fees) incurred by the Fee Agent as a result of any such litigation relating to this contract, and releases and holds harmless the Director of Revenue, Department of Revenue and the State of Missouri, and the officers and employees thereof, therefrom. The Fee Agent further agrees to release and forever discharge the Director of Revenue, Department of Revenue and the State of Missouri, and the officers and employees thereof, from any and all claims or causes of action arising out of or in any way connected with the existence of this contract or its termination as a result thereof.
41. **TITLES:** Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

Signature: Fee Agent/Authorized  
Organizational Officer

STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, before me personally appeared \_\_\_\_\_, who  
executed the within contract for the  
purposes therein stated.

Notary Public

My Commission Expires:

Fee Office Manager

STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, before me personally appeared \_\_\_\_\_, who  
executed the within contract for the  
purposes therein stated.

Notary Public

My commission expires:

Signature: Director of Revenue

STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, before me personally appeared \_\_\_\_\_, who  
executed the within contract for the  
purposes therein stated.

Notary Public

My Commission Expires:

Customer Assistance Administrator

STATE OF MISSOURI )  
COUNTY OF \_\_\_\_\_ ) ss.

On this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, before me personally appeared \_\_\_\_\_, who  
executed the within contract for the  
purposes therein stated.

Notary Public

My commission expires:



MEL CARPINATHAN  
GOVERNOR



MISSOURI DEPARTMENT OF REVENUE  
POST OFFICE BOX 311  
JEFFERSON CITY, MISSOURI  
65105-0311  
PHONE: (573) 751-4450  
FAX: (573) 751-7150

This Agency Contract entered into by and between Name (City) (hereinafter referred to as the "Fee Agent"), and the Director of the Department of Revenue for the State of Missouri and the Director's successors in office (hereinafter referred to as the "Director of Revenue").

This appointment shall become effective at 12:01 a.m. on the Day day of Month, Year. In exchange for the appointment as a fee agent by the Director of Revenue pursuant to Section 136.055, RSMo 1994, the parties agree to the following terms and conditions.

1. The Fee Agent will act on behalf of the Director of Revenue for:
  - A. The sale of motor vehicle, trailer, drivers licenses and decals, and for the sale of nondriver identification cards, as defined in Chapters 301 and 302, RSMo 1994.
  - B. The collection of motor vehicle, trailer, outboard motor, watercraft, motorized amphibious vehicle and all-terrain vehicle title and license fees, as defined in Chapters 301, 302, and 306 RSMo 1994.
  - C. The collection of state sales and use tax as defined in the Missouri Constitution, and Chapters 144 and 301, RSMo 1994.
  - D. The collection of city and/or county sales tax as defined in Chapters 66, 67, 94, 95, RSMo 1994.
2. The Fee Agent is responsible for providing:
  - A. Office space, office equipment and fixtures, and hours of operation, all subject to the approval and continuing supervision of the Director of Revenue. The Director of Revenue may prescribe days and hours of service that the Fee Agent's office will operate.

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- B. Adequate parking facilities for customers.
- C. Adequate staff, which may include vision tester/photographers, to promptly and efficiently care for the demands of business of the Fee Agent and to perform the services herein stated. The Fee Agent shall provide the Director of Revenue with a list of his or her employees, their home addresses, and social security numbers; and identify those employees who are authorized to assist State and Department of Revenue personnel in reviewing office records. This list shall be updated by the Fee Agent upon request by the Director of Revenue.
- D. Adequate security for all license plates, permits and documents consigned to the Fee Agent. The Fee Agent shall be personally liable for all inventory items and property of the State of Missouri which are in his or her possession and for all receipts due the State of Missouri which have not been deposited. The Fee Agent shall maintain all license plates, permits, tabs, decals, drivers license data cards, undeposited receipts and unmailed shipment documents in an area secure from the general public area during all business hours; and after business hours, all license plates, permits, tabs, decals and drivers license data cards shall be stored in either a securely locked safe, a securely locked cabinet, or a securely locked area segregated from the general office area, or protected by an electronic security system approved by the Director of Revenue.
- E. A daily deposit:
- i. To the credit of the State Treasurer of each day's collection of drivers license fees and motor vehicle, trailer, motorized amphibious vehicle, all-terrain vehicle, outboard motor and watercraft title and registration fees and taxes (other than as provided in Paragraph 2. E. ii. below) as soon as possible but in no case later than the close of the second banking day following receipt, with deposit slips forwarded to the Department of Revenue no later than the end of the next business day after the deposit; and
  - ii. To the credit of the Department of Revenue of each day's collection of city and county sales taxes as soon as possible but in no case later than the close of the second banking day following receipt, with deposit slips forwarded to the Department of Revenue no later than the end of the next business day after the deposit.
- F. A daily business register and summary and daily accounting of inventory expended which, with all substantiating documents, are to be forwarded to the Department of Revenue as soon as possible but in no case later than the second business day after validation of the transactions involved.
- G. Proof of the posting of a surety bond as part of the Fee Agent Group Bond

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Program for an amount deemed sufficient by the Director of Revenue to cover the collections of the Fee Office.

- H. A perpetual inventory record maintained daily of inventory expended and on hand, together with such exceptions as missing, defective, or incomplete sets of plates, tabs and decals.
  - I. Personal attention and supervision of employees to ensure proper understanding of laws and procedures, and maintain a high level of courteous, efficient service to the public.
  - J. The maintenance of a Notary Public service in the Fee Agent's office. No charge shall be made for notary service relating to motor vehicle, trailer, watercraft, outboard motor, all-terrain vehicle, motorized amphibious vehicle and drivers license transactions.
  - K. The Fee Agent shall not engage in "lapping," defined as the personal use of monies collected by a fee agent (except for agents' fees) which results in a fee agent covering one day's obligation with receipts from a later day. It will be presumed that no lapping is occurring if the Fee Agent always makes daily deposits no later than the close of the second banking day following receipt. If such a lapping scheme occurs, the Fee Agent is subject to sanctions, including but not limited to reprimand, appropriate penalty, or immediate dismissal or termination.
  - L. In connection with the furnishing of goods and/or services under this contract, the Fee Agent agrees to comply with all provisions of the Americans with Disabilities Act (ADA). The Fee Agent shall indemnify the Director of Revenue and the State of Missouri against all liability, loss, cost or expense and against all claims or actions, based upon or arising out of damage allegedly caused by or sustained in connection with any violation by the Fee Agent of said Americans with Disabilities Act.
3. The Fee Agent is solely responsible for any uncollectible checks tendered in payment for licenses, fees, sales and use taxes, and city and county sales taxes.
- A. Beginning July 1, 1987, any title application identified by the Fee Agent as paid by check shall not be processed by the Director of Revenue until seventeen (17) calendar days from the validation date have passed.
  - B. If the Fee Agent receives a dishonored check for a transaction involving titling of a motor vehicle, trailer, watercraft, motorized amphibious vehicle, all terrain vehicle or outboard motor, he/she shall immediately notify the Motor Vehicle Bureau, Department of Revenue at the appropriate Processing Section or the Accounting Section pursuant to procedures promulgated by the Director of Revenue. If the transaction has not been processed, the Director of Revenue shall then return the unprocessed transaction to the Fee Agent to facilitate collection.
  - C. The Director of Revenue agrees to provide both recommended standards for the acceptance of checks, and information for use by the Fee Agent in



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collection of the delinquent amounts due and owing upon a dishonored check. This does not relieve the Fee Agent from liability for any dishonored check or any other form of delinquency.

4. The Fee Agent shall allow the Director of Revenue or his authorized agent to review, audit, inspect, and make copies of the books, records, files, and inventory on hand at any time. At the time of the inspection, the Fee Agent or an employee authorized by the Fee Agent is entitled to be present during the entire inspection. The perpetual inventory book(s) shall remain on the premises of the fee office at all times during normal working hours.
5. If the Fee Agent fails to submit the deposits, payments or documentation required by this contract, or otherwise violates the terms of this contract, procedures prescribed by the Director of Revenue or his authorized agent, or the laws of Missouri, the Fee Agent office may be subject to either a temporary or permanent closing. In the event of a closing, whether temporary or permanent, the Fee Agent:
  - A. Has the option to participate in the closing audit, and if the Director of Revenue or his authorized agent is unable to contact the Fee Agent or if the Fee Agent does not elect to participate in the closing, the Fee Agent agrees to accept the final figures found due and owing by the Director of Revenue.
  - B. Shall allow the Director of Revenue or his authorized agent to inspect all books, records, and files on the fee agency premises, and shall open all drawers, safes, files, and storage areas for inspection by the Director of Revenue or his authorized agent. No books, records, or files may be reviewed in detail, copied, or removed by the Director of Revenue or his authorized agent unless they are related to fee agency business.
6. Any collection costs incurred by the Director of Revenue, including legal fees and court costs to collect unpaid charges to the Fee Agent, shall be reimbursed by the Fee Agent to the Director of Revenue.
7. The Fee Agent and the Fee Office Manager are expected to become familiar with and abide by the policies and procedures of the Department of Revenue. The Fee Agent and Fee Office Manager are responsible for compliance with all applicable federal and state laws, specifically including these provisions relating to nondiscrimination on the basis of race, color, religion, sex, age, national origin or disability.

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8. The Director of Revenue shall set a due date on all billings, including audit reports, inventory charge reports, long/short reports, and end of month statements. This due date shall be at least ten (10) working days from the mailing of the billing. Full payment of the billing shall be made by the Fee Agent to the Director of Revenue by the due date. If the Fee Agent does not agree with the amount billed, he or she shall pay the amount recognized as valid and shall contest the discrepancies in writing to the Director of Revenue within ten (10) days. Any amount not contested in writing within ten (10) days shall become final, and due and owing.
  9. The Director of Revenue agrees to furnish at least one (1) hand validator, and all necessary official forms, license plates, tabs, permits, decals, vision test equipment, and photographic equipment.
  10. Any Fee Agent who installs or replaces the sign identifying his agency agrees to exhibit a sign meeting Department of Revenue specifications. This sign shall plainly indicate that the office is not operated by the State of Missouri, but by a Fee Agent under contract with the State of Missouri.
  11. The Director of Revenue may require the attendance of the Fee Agent and/or the Fee Office Manager at formal training sessions outside of the normal fee agency location. No period of training shall extend for more than seven (7) days, during which time, travel, lodging and meal expenses of the Fee Agent and the Fee Office Manager are at the expense of the Fee Agent.
  12. In performance of the above duties, the Fee Agent is entitled to collect from the party requiring services a set fee, per transaction, as compensation in full for all services rendered as defined in Section 136.055, RSMo 1994. No fee or compensation is due the Fee Agent for any transaction until the transaction is recorded on a shipment report and mailed to the Director of Revenue, and all funds due, including funds due to the State of Missouri and local taxes, have been deposited in the appropriate account.
  13. The Director of Revenue may perform or cause to be performed each year, a complete check of the Fee Agent's federal and state tax return filing history. This shall include the spouse of the Fee Agent in all cases of joint filing. The Fee Agent and spouse agree to waive confidentiality of all tax returns by the signing of this contract. This contract may be terminated if the Director of Revenue discovers that required tax returns have not been filed.
  14. In those instances where the Fee Agent is an organization (whether governmental or private, whether or not incorporated, and whether or not operated for profit), the Fee Agent and the Fee Office Manager shall be personally responsible and liable for the performance of the terms and conditions required of a Fee Agent by this contract or by statute. The president or chairman of such an organization and the Fee Office Manager shall sign the Fee Agent contract. The president or chairman of the organization, the Fee Office Manager and their spouses shall waive confidentiality of all tax returns. The fee agency may be terminated if the Director of Revenue discovers that required tax returns have not been filed.

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15. The Fee Agent shall not, either individually or collectively, directly or indirectly, engage a lobbyist (who is not a fee agent) to pursue legislative action relative to fee agents, laws administered by fee agents, or the laws governing fee agents, unless all representations, positions, testimony, and any other actions by the lobbyist are approved in advance by the Director of Revenue and are terminable at any time by the Director of Revenue. The Fee Agent may personally pursue legislative action relative to fee agents, the laws they administer, or the laws they are governed by (and may accept compensation from other fee agents for such service). Violation of this provision shall be grounds for immediate termination of this contract.
  16. The Fee Agent may advertise only through printed media such as newspapers, fliers and bulletin postings. Direct mail advertising is prohibited. Advertisements may only be issued by agreement and on behalf of all fee agents in a particular trade area. Trade areas shall be defined by the Director of Revenue. Advertising shall be limited to fee agent name, office address, days and hours of operation, days and hours when special services such as vision testing shall be offered, changes in hours due to holiday seasons, and telephone numbers. Fee offices shall keep an exemplar of each advertisement for at least three years.
  17. It is understood and agreed that the Fee Agent serves solely at the pleasure of the Director of Revenue and may be dismissed at any time for any reason.
  18. On January 8, 1993, sixty (60) fee agents filed a lawsuit in Cole County Circuit Court. These Fee Agents argue that they should be protected from terminations. They are asking the court to prevent the new administration from terminating them or interfering in any manner with the fee agent contracts. If these fee agents are successful, or if other fee agents would be successful in a different lawsuit, not yet filed, the court will have the power to reinstate fee agents who have been replaced or to stop the appointment of any further fee agents. Therefore, the fee agent, appointed herein, agrees to indemnify the Department of Revenue and the Governor of the State of Missouri for, and to hold the Director of Revenue, his agents and employees, and the Governor, his agents and employees, harmless from all claims or causes of action arising from the performance of this fee agent contract. Notwithstanding the limits of the performance bond, the Director of Revenue reserves the right to pursue any and all legal and/or equitable remedies against the fee agent appointed herein.